

## 25.01 General Discussion

Since federal regulations do not allow the certification of right-of-way to be subdelegated, the Washington State Department of Transportation (WSDOT) has overall responsibility to the Federal Highway Administration (FHWA) for the acquisition of right-of-way on all FHWA funded transportation projects in the state.

**For a current project to be eligible for federal funding on any part of the project, the project's right-of-way must be acquired in accordance with the requirements of this manual.** (Right-of-way acquired prior to July 1, 1971, is exempt.)

To assure fair and equitable treatment of displaced persons ("displacees"), and encourage and expedite acquisitions by negotiations, the acquisition process is regulated by Chapter 8.26 RCW and WAC 468-100.

WSDOT may, by written agreement, use the services of land acquisition organizations of counties, municipalities, or other state or local governmental agencies for acquiring rights-of-way for FHWA projects. Any such organization may be used only if it is adequately staffed, equipped, and organized to provide such services, and if its practices and procedures are in substantial conformity with WSDOT accepted procedures.

It is the responsibility of WSDOT to fully inform political subdivisions of their responsibilities in connection with federally assisted transportation projects. It is essential that local agencies and WSDOT communicate freely and work closely together during the entire acquisition process to expedite projects and to assure that all federal and state requirements are met. Guidance is provided in the WSDOT *Right of Way Manual* (M 26-01).

The Local Agency Right of Way Coordinator (LA Coordinator) should be contacted immediately when it is determined that the local agency project requires the use of WSDOT's right of way. The LA Coordinator will advise the local agency of the process and timeline needed to acquire sufficient legal rights to construct and operate on WSDOT property. (See section 25.12 Property Management for more information)

Responsibilities for non-project related (program) approval actions (FHWA (F), State (S), or Local CA Agency (L)) are shown below.

### Action Non-NHS

- |  |     |
|--|-----|
| a. Non-highway Use and Occupancy of Right-of-Way                 | S/L |
| b. Air Space Agreements  | S/L |
| c. Disposal of Right-of-Way No Longer Needed                     | S/L |
| d. Temporary Use of Right-of-Way                                 | S/L |
| e. Disposal of Access Control and Relinquishment of Right-of-Way | S/L |

Project related approval actions.

### Action Non-NHS

- |                                   |     |
|-----------------------------------|-----|
| a. Use of Fee Negotiators         | S/L |
| b. Interest on Right-of-Entry     | S/L |
| c. Hardship and Protective Buying | F   |
| d. Use of Fee Attorneys           | S/L |
| e. Appraisal Fees                 | S/L |
| f. Land Service Facilities        | S/L |
| g. Right-of-Way Certificates      | S/L |

**.011 WSDOT Services.** WSDOT is committed to an ongoing program which will provide effective assistance and guidance to local acquiring agencies. To this end, WSDOT will designate a Local Agency Right-of-Way Coordinator (LA Coordinator) in each region to provide information and establish appropriate state staff contacts; provide training and educational opportunities for local agencies through workshops and acquisition course offerings; and provide mutually acceptable technical and advisory services as necessary to accomplish the acquisition program.

WSDOT will consult and advise the local agency concerning real property acquisition activities to ensure that right-of-way is acquired in accordance with provisions of state and federal laws and FHWA directives.

At the earliest possible date, the local agency should advise the Region LA Coordinator of the need for WSDOT assistance. If WSDOT is asked to perform the appraisal, negotiation, or relocation functions, the local agency should obtain the estimated cost of such assistance from the Region LA Coordinator and include it in the Local Agency Agreement. The Coordinator will arrange for the preparation of an agreement if WSDOT has the personnel available to acquire the necessary right-of-way (Appendix 25.155). WSDOT will furnish the local agency with an estimate of the cost of WSDOT's services.

When WSDOT provides these services, WSDOT will prepare all necessary documentation and certification.

**.012 Consultant Services.** When the local agency does not have adequate staff to perform appraisal, negotiation or relocation functions, it may contract for these services and obtain federal participation in the costs.

The local agency should contact the Region Local Programs Engineer for assistance in preparing any contract for services to assure FHWA participation in the contract. FHWA has determined the consultant agreements for right-of-way services must meet the consultant contracting requirements as described in Chapter 31 “Using Consultants.” See Chapter 31 Appendixes for sample consultant agreements for appraisal and negotiation.

## 25.02 Right-of-Way Acquisition Procedures

Before requesting authority to acquire right-of-way, the local agency must have secured approval of acquisition procedures (Appendix 25.142). Acquisition procedures are submitted to the Region Local Programs Engineer for review prior to final execution by the local agency. Highways and Local Programs forwards the procedures through the Region LA Coordinator for approval. The local agency will be approved to acquire right-of-way based upon the submitted procedures. The level at which an agency will be approved will be dependent upon the agency’s staff qualifications. An agency with minimal staff may be approved to acquire a single project with direct supervision by the Region LA Coordinator. Highways and Local Programs notifies the local agency of the approval, with a copy to the Region LA Coordinator. Periodic reviews of procedures will be conducted on agency’s acquiring right-of-way on federal aid projects. Procedures should include the following:

- a. Agreement to conform with state and federal laws and FHWA regulations. The agency should agree to follow the state’s *Local Agency Guidelines Manual (M 36-63)* and *Right-of-Way Manual (M 26-01)* or the agency’s own manual if they have a WSDOT approved right-of-way manual.
- b. A listing of the positions performing the separate functions of program administration, appraisal, appraisal review, acquisition, relocation, and property management.
- c. A listing of current staff filling the above positions and a brief statement of their qualifications. (See minimum qualifications for approval, appraisal review, and acquisition in this chapter)
- d. A policy for handling administrative settlements including the approving authority(s) and process.
- e. Appraisal waiver process (see Section 25.051)

**.021 No Right-of-Way Acquisition.** Local agencies, after determining that new right-of-way will not be required for the current project, need only check the appropriate box on the project prospectus (see Chapter 21). If it is later determined that right-of-way is required, a Right-of-Way Project Funding Estimate (Appendix 25.143) or a True

Cost Estimate (Appendix 25.144) must be prepared and the Region Local Programs Engineer and the Region LA Coordinator notified.

**.022 Acquiring Right-of-Way.** Acquisition of right-of-way may be performed by the following entities:

- By WSDOT on a local agency’s behalf. In this case, an agreement between WSDOT and the local agency will be prepared and approved by the Director of Real Estate Services.
- By a local agency that is adequately staffed, equipped, and organized to discharge its right-of-way responsibilities and has right-of-way procedures approved by WSDOT. Staff may consist of qualified contract personnel and/or licensed private firms (see RCW 18.85.010) in addition to or in lieu of regular employees of the agency.
- By another local agency that meets the requirements above.

## 25.03 Voluntary Acquisition

A unique process called “Voluntary Acquisition”, under 49 CFR 24.101(a)(2), different from “Donation”, may on rare occasion be appropriate for acquisition of property, but only under the following circumstances.

- If the properties are not acquired, the project will not proceed
- Condemnation will not be used for any reason on the entire project
- All parcels will be under the same restrictions, and must be acquired through this process

If these circumstances appear to apply to a project, the Voluntary Acquisition process may apply, but must be coordinated through the LA Coordinator with HQ Real Estate Services.

## 25.04 Funds for Right-of-Way

**.041 Acquisition With Federal Funds.** Authorization of federal funds for right-of-way requires compliance with Chapter 14, FHWA approval of environmental documents, and the submittal of the following documents to the Region Local Programs Engineer.

- Local Agency Agreement Supplement.
- Estimate of probable project costs and expenses broken down by parcel. The True Cost Estimate (Appendix 25.144) can be used when all parcels are to be appraised or donated. The Right-of-Way Project Funding Estimate must be used if the agency wishes to make use of the appraisal waiver process (see Section 25.051).
- Right-of-Way plan.
- Relocation plan (if relocation is required — contact the LA Coordinator for assistance).

The right-of-way plans should at least show the following information and meet the requirements of WAC 332-130:

- Survey line or centerline for the alignment;
- The old and new right-of-way limits with sufficient ties to the survey line to allow for legal descriptions of the areas to be acquired;
- Show all rights to be acquired, for example, easements and permits;
- Show the ownership boundaries of the parcels with rights to be acquired;
- Parcel identification number should be shown;
- Show the area of the parcel to be acquired; and
- Show the area of the remainder.

All plan sheets shall carry the seal and signature of a registered Professional Engineer or land surveyor in accordance with RCW 18.43.070 and RCW 58.09. If the plan makes a land boundary determination, it should be approved by a PLS.

Once FHWA approval has been obtained, the Assistant Secretary for Highways and Local Programs will notify the local agency of authorization to acquire right-of-way. No acquisition costs are eligible prior to this authorization.

**.042 Acquisition With Local Agency Funds. If federal funds are to be used in any part of the project, federal guidelines for acquisition of the right-of-way must be followed.** For projects that involve local agency funds only for right-of-way acquisition, the Local Agency must have the following documents prior to starting the acquisition process:

- Right-of-way plan; (See section .041 for minimum requirements)
- Relocation plan (if relocation is required, the relocation plan must be submitted to the Region Local Programs Engineer. **The local agency need not wait for written authorization to acquire right-of-way.**

A copy of the right-of-way plan must be made available at the time of certification. It is advisable, but not required, to submit a copy to the LA Coordinator through the Region Local Programs Engineer for review. This review will help minimize potential problems which surface during the certification process.

**.043 Acquisition in Advance of NEPA Clearance.** There are four circumstances under which right-of-way can be acquired in advance of NEPA clearance:

- a. An agency may use its own funds to purchase R/W prior to NEPA clearance and may apply the purchase price (or if donated, the fair market value) toward their share of project costs, as long as they meet the requirements of 23 CFR 710.501(b). They cannot be reimbursed for these project costs, however.
- b. An agency may use its own funds to purchase R/W prior to NEPA clearance and be reimbursed. HOWEVER, they must meet the very stringent requirements of 23 U.S.C. 108 (c)(2)(c & d), as explained in 23 CFR 710.501(c). This option (which requires the Governor's and EPA's sign-offs) will be seldom used.
- c. An agency may purchase R/W prior to NEPA clearance under the protective buying and hardship acquisition provisions, as per 23 CFR 710.503, and be reimbursed. Note, however, that while these purchases are in advance of formal NEPA clearance of the project, individual clearance via a Categorical Exclusion is required. Consequently, although the project has not yet been cleared, the individual parcels have been cleared.
- d. An agency may purchase R/W prior to NEPA clearance under the corridor preservation provisions of 23 CFR 630.106 (3) & (4) and be reimbursed. This process is similar to the process for protective buying (see C above). Generally, this is only done for parcels which will not require any displacement. Note, however, that as with hardship and protective buying, these purchases are in advance of formal NEPA clearance of the project and individual clearance via a Categorical Exclusion is required.

## 25.05 Appraisal

The requirements pertaining to appraisal of property to be acquired are given in Chapter 4 of the WSDOT *Right of Way Manual*, M 26-01. If desired, a listing of WSDOT approved fee appraisers and appraisal reviewers is available from the Region LA Coordinator.

The appraiser shall be an experienced, qualified appraiser. As a minimum, an appraiser should have a college degree or four years of active experience in the real estate field leading to a basic knowledge of real property valuation, or any combination of such experience and college study to provide a total of four years beyond high school graduation. An appraiser who is qualified under WSDOT criteria will be considered qualified for FHWA projects. For FHWA projects subsequent to July 1, 1991, the appraiser must be certified per RCW 18.140 if the appraisal problem requires more than the comparative approach to value.

The appraiser shall prepare an Appraisal Report which is a written document containing at least the following:

- a. The purpose of the appraisal which includes a statement of the estimated value and the rights or interests being appraised.
- b. Identification of the property and its ownership.
- c. A statement of appropriate contingent and limiting conditions if any.
- d. An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any.

- e. Identified photographs of the property including all principal above-ground improvements or unusual features affecting the value of the property.
- f. A listing of the buildings, structures, fixtures, and other improvements which the appraiser considered part of the real property to be acquired.
- g. The estimate of just compensation for the acquisition. In the case of a partial acquisition, allocate the estimate of just compensation for the property to be acquired and for damages to remaining property in either the report or a separate statement.
- h. The data and analyses (or reference to same) to explain, substantiate, and document the estimate of just compensation.
- i. The date to which the estimate of just compensation applies.
- j. The certification, signature, and date of signature of the appraiser.
- k. Other descriptive material (maps, charts, plans, photographs).
- l. The federal aid project number and parcel identification.
- m. Report of appraiser contact with owner.

Sample appraisal report forms can be found in Appendix 25.145.

**.051 Appraisal Waiver.** In certain cases, an appraisal can be waived. To qualify the just compensation, based on the Right-of-Way Project Funding Estimate or its equivalent, must be \$10,000 or less per parcel. The acquisition must be uncomplicated and the only damages will be minor cost to cure items.

In such instances where the appraisal is waived, just compensation should be based on comparable sales. All data used to arrive at just compensation must be included in the project file. When the waiver is used, it is important that the local agency determines that the offer being made is fair and equitable. The owner must be informed that an appraisal was not done. If the owner wants an appraisal, the local agency is required to have an appraisal completed per guidelines of this section. See Appendix 25.146 for a sample appraisal waiver procedure.

**.052 Appraisal Review.** The requirements pertaining to appraisal review of the property to be acquired is given in Chapter 5 of the WSDOT *Right of Way Manual*, M 26-01.

The reviewing appraiser should be knowledgeable of the property values in the project area. The depth of review should be in direct relationship to the difficulty of the particular appraisal. The reviewing appraiser must be either a WSDOT Review Appraiser, on the approved list of review appraisers maintained by WSDOT or a permanent employee of the acquiring agency who is authorized by the approved right-of-way procedures to review appraisals. To qualify as an agency review appraiser, an individual must

at a minimum be a Certified General Appraiser with the Washington State Department of Licensing and have successfully completed at least one approved appraisal review training class.

The reviewing appraiser should field inspect the property appraised as well as the comparable sales which the appraiser(s) considered in arriving at the fair market value of the whole property and of the remainder(s), if any. If a field inspection is not made, the file shall contain the reason(s) why it was not made.

The reviewing appraiser shall examine the Appraisal Reports to determine that they:

- a. Are complete in accordance with the *Local Agency Guidelines* and contain the criteria required by the WSDOT *Right of Way Manual*, Chapter 4, Appendix 4-1 (Appraisal Guide).
- b. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.
- c. Include consideration of compensable items, damage, and benefits, but do not include compensation for items noncompensable under state law.

Prior to finalizing the estimate of just compensation, the reviewing appraiser shall obtain corrections or revisions of Appraisal Reports which do not substantially meet the requirements set forth in the *Local Agency Guidelines*. These shall be documented and retained in the parcel file.

The reviewing appraiser may supplement an Appraisal Report with corrections of minor mathematical errors as long as such errors do not affect the final value conclusion. The reviewer may also supplement the appraisal file where the following factual data have been omitted:

- a. Project and/or parcel number.
- b. Parties to transaction, date of purchase, and deed-book reference to sale of subject property and comparables.
- c. Statement that there was no sale of subject property in the past five years.
- d. Location, zoning, or present use of subject property or comparables.

The reviewing appraiser shall initial and date corrections and/or factual data supplements to the Appraisal Report. The reviewing appraiser may conclude a value other than that concluded in the appraisal only if the conclusion is supported by relevant market data and analysis in the review document.

The reviewing appraiser shall place in the parcel file a signed and dated statement (Appendix 25.147) setting forth:

- a. An estimate of just compensation including, where appropriate, the allocation of compensation for the property acquired and for damages to remaining property.

- b. A listing of the buildings, structures, fixtures, and other improvements on the land which were considered part of the property to be acquired.
- c. A statement that the reviewing appraiser has no direct or indirect present or future interest in such property or in any monetary benefit from its acquisition.
- d. A statement that the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

It is the responsibility of the **agency** to set Just Compensation. This can be accomplished by adding a line to the bottom of the review appraiser's certificate as shown in Appendix 25.147.

## 25.06 Title

The agency will acquire evidence of the condition of title for all properties from which rights are to be acquired. It is suggested that a title report be ordered from a title company and the title to the property acquired cleared so that a policy of title insurance can be issued showing title vested in the agency subject only to those exceptions which can reasonably be accepted. If a title company is not used to provide this information, the acquisition file must include sufficient documentation to validate the signatories on the instruments and show that the interest acquired is free from unreasonable encumbrances.

In general, the elements necessary to acquire the needed interest are:

- a. Acquisition instruments signed by all parties with an interest in the fee title.
- b. Releases from mortgages and deeds of trust as the agency determines to be reasonable.
- c. Releases of encumbrances, such as easements, which adversely impact the rights being acquired.
- d. Releases of priority liens, such as material man's lien, judgments, state tax liens, and federal tax liens.

## 25.07 Negotiations

Various requirements in negotiating an acquisition of property are found in Section 3-4.1C of the *WSDOT Right of Way Manual*, M 26-01.

If a local agency uses a consultant fee negotiator, the negotiator must meet the applicable state licensing requirements (verify with the Department of Licensing).

For local agency staff to be approved to acquire property without direct supervision by the LA Coordinator, they must have either an Associate Degree in real estate or a Bachelor Degree or equivalent experience. In addition, they must have two years full time experience in real estate acquisition, sales leasing, appraisal, title, escrow or property management. One year of experience must be in eminent domain acquisition. Additional experience in eminent domain acquisition can replace education on a one for one basis.

Local agencies using staff to negotiate who do not have the necessary qualifications must work closely with the LA Coordinator as explained in the Procedures Approval letter. At a minimum, all offers must be reviewed by the LA coordinator before presenting them to the property owner.

A separation of functions maintains the integrity of the acquiring agency's transactions. Thus, the appraisal, appraisal review, and negotiations for a parcel are performed by three different persons. Recognizing the fact that the use of two separate individuals as appraiser and negotiator on a low-value taking can be both difficult and expensive, the use of a single individual to both appraise and negotiate a parcel is permitted where the value of the acquisition is \$10,000 or less. It should be noted that the appraisal shall be reviewed prior to negotiations, and the review appraiser shall be neither the appraiser nor the negotiator.

Before initiating negotiations for real property, the agency shall establish the just compensation which shall not be less than the approved appraisal of the property and shall make a written offer to acquire in that amount. Appraisals are not required if the owner has indicated a willingness to donate the right-of-way after being informed of their right to receive just compensation.

A donation may be accepted only after the owner has waived in writing their right to just compensation. (See appendix 25.148) This applies to individuals, businesses, corporations, and other private entities. Donations from government agencies are exempt from these requirements.

Right-of-way obtained through normal zoning, subdivision or building permit procedures requiring the donation or dedication of strips of land may be incorporated into a federal aid project without jeopardizing participation in other project costs.

The agency must notify the property owner of the availability of a statutory evaluation allowance not to exceed \$750 to help defray the owner's expenses actually incurred in evaluating the agency's offer.

When negotiations are complete, the negotiator shall keep in the project file a signed statement for each parcel that:

- a. The written agreement embodies all considerations agreed to by the negotiator and the property owner.
- b. The negotiator understands that the acquired property is for use in connection with a federal aid transportation project.
- c. The negotiator has no direct or indirect interest in the property or in any monetary benefit from its acquisition, at present or in the future.
- d. The agreement has been reached without any type of coercion.

**.071 Negotiations by Mail.** If no relocation is involved, the local agency may conduct right-of-way negotiations as follows:

- a. Mail to the owner the fair-offer letter, a summary statement (explains nature of acquisition, conditions affecting remainder after construction, and other

pertinent details which would have been explained in a face-to-face meeting with owner), the document of acquisition (deed, easement, or other document required for signature), property plat or sketch showing take and effects on remainder, and a copy of an acquisition brochure.

- b. Within about two weeks, make a follow-up phone call (documented in file). Answer questions or, if owner requests it, make an appointment for personal contact.
- c. Follow normal procedures for further negotiations.

**.072 Acquisition of contaminated properties.** The agency should take reasonable care to determine if properties needed for a project are contaminated. In the case where properties being acquired by the agency will become part of a state highway the agency must involve WSDOT in the acquisition process as early as possible to insure that the property will be in an acceptable condition for WSDOT to accept the transfer of ownership.

## 25.08 Donated Property

Donations of right of way can be accepted only after the owner has been notified of their rights to receive just compensation. A signed donation statement must be included in each parcel file (Appendix 25.148) Section 323 of 23 U.S.C. provides for using the value of donated lands as part of the match against an agency's contribution to the project. Certain conditions need be met.

- The credit may only be applied to a federal aid project if Federal Financial assistance was not used in **any** form to acquire the land. Credit to the matching share may not exceed the matching share of costs for that project and excess costs may not be utilized on other projects.
- The donation must be related to the project requiring the donated land.
- Donations of privately owned real estate made after April 2, 1987, and subsequent to NEPA clearance, are eligible for credit purposes.
- Donations of publicly owned real estate after June 8, 1998, are eligible for credit purposes.

For sample donation letters, see Appendix 25.148.

## 25.09 Administrative Settlements

The Uniform Act requires that "The head of a federal agency shall make every reasonable effort to expeditiously acquire real property by negotiation." Negotiation implies an honest effort by the acquiring agency to resolve differences with property owners. Additionally, the legislative history of the Uniform Act indicates that offers can be flexible, and there is no requirement that they reflect a "take it or leave it position." Negotiations should recognize the inexact nature of the process by which just compensation is determined. Further, the law requires an attempt by agencies to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion in the courts.

In addition to the mandates of the Uniform Act, there are significant cost savings which can be realized through an increased use of administrative and legal settlements. Cost savings are in the areas of salaries, witness fees, travel, per diem, court costs, etc.

FHWA and WSDOT encourage local agencies to carefully consider and maximize use of administrative settlements in appropriate situations.

An administrative settlement or stipulated settlement is a negotiated settlement of a right-of-way acquisition case in which the agency has administratively approved payment in excess of fair market value as shown on the agency's approved determination of value.

- a. Any administrative settlement which exceeds the fair market value must be documented and thoroughly justified in order to be eligible for federal aid funds. The rationale for the settlement shall be set forth in writing. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. If the local agency has any doubt as to eligibility, it should obtain prior approval from WSDOT through the Region LA Coordinator.
- b. The local agency shall document the following and make it available for review by WSDOT if it is not already part of the agency's approved procedures:
  1. Identify the responsible official who has the authority to approve administrative settlements, and
  2. Describe the procedure for handling administrative settlements.
- c. The designated local agency representative may approve an administrative settlement when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the designated official must give full consideration to all pertinent information. The list below is a sample of items to be considered, it should not be used as a template. The settlement justification must include the circumstances of each individual parcel that convince the agency that an administrative settlement is in their and the public's best interest.
  1. All available appraisals, including the owner's, and the probable range of testimony in a condemnation trial.
  2. Ability of the agency to acquire the property, or possession, through the condemnation process to meet the construction schedule. Impact of construction delay pending acquisition.
  3. The negotiator's recorded information, including parcel details and the owner's rationale for increased compensation.
  4. Recent court awards in cases involving similar acquisition and appraisal problems.

5. Likelihood of obtaining an impartial jury in local jurisdiction, opinion of legal counsel where appropriate.
6. Estimate of trial cost weighed against other factors.

## 25.10 Relocation

The regulations governing relocation assistance are covered in Title 49, Code of Federal Regulations, Part 24.

The majority of local agencies will find that it is not economically feasible to maintain staff to perform the relocation function. Those agencies who have trained staff and are approved by WSDOT through the procedures process to provide relocation services may do so. All other agencies should contact their Region LA Coordinator for help in having WSDOT contract to provide relocation services or for advice on contracting with private consultants. WSDOT does not maintain a list of qualified relocation consultants.

If a project includes relocation, a relocation plan must be submitted prior to right-of-way funding authorization. Since relocation plans are unique to each project requiring them, no sample is provided. Contact the Region LA Coordinator for assistance in preparing relocation plans and carrying out relocation activities.

## 25.11 Right-of-Way Certification

After right-of-way acquisition has been completed and about one month before the federal aid project is to be advertised for contract, the right-of-way certification must be submitted to the Region Local Programs Engineer.

The Certification provides the following assurances.

- a. Right of Way sufficient to construct, operate and maintain the facility has been acquired
- b. Right of Way has been acquired in accordance with Uniform Act requirements
- c. Relocation Assistance has been completed in accordance with the Uniform Act

There are two categories of certifications that state sufficient rights have been acquired and the project is ready to be advertised and constructed.

- #1 **All Right-of-Way Acquired.** Legal possession has been obtained but trial or appeal of cases may be pending. All occupants have vacated the right-of-way and the agency has the right to remove any remaining improvements. (Appendix 25.149)
- #2 **Right to Occupy All Right-of-Way Acquired.** Trial or appeal of some parcels may be pending and some parcels may have right of entry or possession and use only. All occupants have vacated the right-of-way and the agency has the right to remove any remaining improvements. (Appendix 25.150)

In very unusual circumstances, and with prior approval of the LA Coordinator and FHWA, a third category of certification states that some right of way remains to be acquired.

- #3 **All Right-of-Way Not Acquired.** Acquisition of a few remaining parcels is not complete. All occupants of residences have had replacement housing made available to them in accordance with 49 CFR 24.204. The agency must adequately explain why construction of the project before acquisition is complete, is in the public good. The agency will ensure that occupants of residences, businesses, farms or nonprofit organizations who have not yet moved from the right-of-way are protected against unnecessary inconvenience or coercive action. All unacquired parcels will be identified and a realistic date given for completion of acquisition and relocation. An explanation of why the properties are not acquired and how they will be acquired by the given date is also required. Appropriate notification will be provided in the bid proposals identifying all locations where acquisition is not complete. (See Appendix 25.151)

**Certifications with exception must be followed by a certification without exception when possession of all parcels is obtained.**

The Highways and Local Programs Engineer will submit the certification request to the Regional Real Estate Services Manager for the federally mandated certification review. The Region LA Coordinator will visit the local agency and review the acquisition files for the project and determine if the right-of-way was acquired according to the guidelines. For a copy of the coordinators' worksheets and a Federal Aid Requirement Checklist showing the general areas reviewed by the coordinator, see Appendixes 25.152 and 25.153.

If the coordinator determines that the project is ready for certification, they will have the Real Estate Services Manager sign the certification form and return it to Highways and Local Programs for inclusion in the package to be transmitted to Olympia Service Center Highways and Local Programs for final processing. The coordinator will also provide the agency and Regional Highways and Local Programs with a letter detailing the findings of the review and any deficiencies that may have been noted.

If the coordinator determines that the project cannot be certified, a letter will be provided to the agency and the Regional Highways and Local Programs office detailing the deficiencies encountered and the corrective action required before certification can be completed.

## 25.12 Property Management

If using FHWA funding, the acquiring agency shall establish property management policies and procedures that will assure control and administration of excess lands and improvements acquired for right-of-way purposes. These procedures shall establish:

- a. Property records showing:
  1. An inventory of all improvements acquired as a part of the right-of-way;
  2. An accounting of excess properties acquired with FHWA funding;
  3. An accounting of the property management expenses and the rental payments received; and
  4. An accounting of the disposition of improvements and the recovery payments received.
- b. Methods for accomplishing the clearing of right-of-way when such clearance is performed separately from the control for the physical construction of the project.
- c. The methods for managing the rodent control program.
- d. The methods for employing private firms or public agencies for the management of real property.
- e. The methods for accomplishing the disposition of improvements through resale, salvage, owner retention, or other means.

If the agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short term or for a period subject to termination by the agency on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.

Property management activities shall be handled in a manner consistent with the public interest and designed to reflect the maximum long-range public benefit.

The agency is responsible for the preservation of the improvements and for reasonable safety measures when it has acquired ownership and possession of the property.

Should rights-of-way acquired with FHWA funds become excess, they may be disposed of only after FHWA approval. If the disposal is to a private party, the agency must determine fair market value (either through the appraisal process or by public sale), and either credit FHWA for its share of the net proceeds of the sale or use the Federal share of the net proceeds for activities eligible for funding under Title 23 of the United States Code for transportation purposes. A disposal may be made to a governmental agency for a public use without charge, and no credit to FHWA is required.

Uneconomic remnants acquired by the agency with federal funds but not incorporated into the right-of-way may be disposed of without FHWA approval, but a credit to FHWA is required in the same manner as described earlier in this section.

Disposition of property outside of right-of-way and valued at \$1,000 or less is allowed without credit to federal funds. FHWA will not participate in the local agency costs of the disposal.

Federal regulations provide for the use of airspace for non-highway purposes above, at, or below the highway's established gradeline, lying within the approved right-of-way limits. The

airspace may be put to various public and private uses, such as parks, play areas, parking, etc., as long as it is a proper operation and does not impose a safety hazard on the traveling public.

Where an acquiring agency has acquired sufficient legal right, title, and interest in the right-of-way of a highway on a federal aid system to permit the use of certain airspace, the right to temporary or permanent occupancy or use of such airspace may be granted by the state subject to prior FHWA approval.

If the use of airspace is contemplated, the Region LA Coordinator should be contacted for more detailed policies and procedures that must be considered.

## **25.13 Document Retention**

The acquiring agency shall maintain all records of its right-of-way actions for at least three years after payment of the final voucher to demonstrate compliance with 49 CFR Part 24. In addition, a diary must be maintained wherein each individual involved in a relocation, negotiations, or property management function shall enter and initial a suitable description of each contact and other information concerning that function. Each entry shall clearly show the month, day, and year of the contact; the name of the individual who made such contact; and the name(s) of the individual(s) contacted. Upon request, the Region LA Coordinator will provide explanations and/or counseling as to what are considered adequate records.

## **25.14 Appendixes**

[25.142 Right-of-Way Procedures](#)

[25.143 Right-of-Way Project Funding Estimate Sample](#)

[25.144 True Cost Estimate Sample](#)

[25.145 Appraisal Report Forms \(Sample\)](#)

[25.146 Appraisal Waiver Procedure \(Sample\)](#)

[25.147 Review Appraiser Form \(Sample\)](#)

[25.148 Donation Statements \(Sample\)](#)

[25.149 Certification #1 \(Sample\) — All Right-of-Way Acquired](#)

[25.150 Certification #2 \(Sample\) — Right to Occupy All Right-of-Way Acquired](#)

[25.151 Certification #3 \(Sample\) — All Right-of-Way Not Acquired](#)

[25.152 Coordinators Worksheets \(Sample\)](#)

[25.153 Federal Aid Requirement Checklist](#)

[25.154 Process Flow Chart](#)

[25.155 Governmental Agreement For Aid](#)



AGENCY \_\_\_\_\_

The \_\_\_\_\_ (“AGENCY”), desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The \_\_\_\_\_ (“Department”) of the AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the \_\_\_\_\_ (“Department”) will acquire right-of-way in accordance with the policies set forth in the Washington State Department of Transportation *Right of Way Manual* (M 26-01) and *Local Agency Guidelines* manual (M 36-6). The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. Include the following as they relate to the AGENCY’s request.

- a. List the functions below for which the agency has qualified staff and the responsible position. Attach a list of the individuals on the AGENCY staff who currently fill those positions and a brief summary of their qualifications. This list will need to be updated whenever staffing changes occur. An AGENCY will be approved to acquire based upon staff qualifications.

(1) PROGRAM ADMINISTRATION

\_\_\_\_\_  
Agency Position

(2) APPRAISAL

\_\_\_\_\_  
Agency Position

(3) APPRAISAL REVIEW

\_\_\_\_\_  
Agency Position

(4) ACQUISITION

\_\_\_\_\_  
Agency Position

(5) RELOCATION

\_\_\_\_\_  
Agency Position

(6) PROPERTY MANAGEMENT

\_\_\_\_\_  
Agency Position

- b. Any functions for which the Agency does not have staff will be contracted for with WSDOT, another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator and Highways and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects the Coordinator must be given a reasonable opportunity to review all offers and supporting data **before** they are presented to the property owners.

- c. An AGENCY wishing to take advantage of an Appraisal Waiver process on properties valued at \$10,000 or less should make their proposed waiver process a part of these procedures. The process outlined in LAG manual Appendix 25.146 has already been approved. The AGENCY may submit a process different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
  - d. Attach a copy of the Agency's administrative settlement policy showing the approving authority(s) and the process involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages and for a three year period following acceptance of the projects by WSDOT.
  3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

\_\_\_\_\_  
**Mayor or Chairman**

\_\_\_\_\_  
**Date**

**WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION**

**Approved By:**

\_\_\_\_\_  
**Real Estate Services**

\_\_\_\_\_  
**Date**

30:P:DP/LAG2C

## PFE PARCEL WORKSHEET

PROJECT: \_\_\_\_\_

OWNERS NAME: \_\_\_\_\_

PROPERTY LOCATION: \_\_\_\_\_

BEFORE AREA: \_\_\_\_\_ AFTER AREA: \_\_\_\_\_

## ACQUISITION AREA

FEE: \_\_\_\_\_ (area) \_\_\_\_\_ (type) EASEMENT: \_\_\_\_\_ (area)

CURRENT USE: \_\_\_\_\_ ZONING: \_\_\_\_\_

HIGHEST &amp; BEST USE: \_\_\_\_\_

EFFECTS OF ACQUISITION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SALES RELIED ON : \_\_\_\_\_ (contained in Data Package for this project dated \_\_\_\_\_).

Subject Sold within last 5 Years? \_\_\_\_\_. If yes, is Sale included in Data package? \_\_\_\_\_

## ACQUISITION COMPENSATION

FEE  
LAND:

\_\_\_\_\_ (area) \_\_\_\_\_ (unit value) \$ \_\_\_\_\_

\_\_\_\_\_ (area) \_\_\_\_\_ (unit value) \$ \_\_\_\_\_

## IMPROVEMENTS:

\_\_\_\_\_ (type and size) \_\_\_\_\_ (unit value) \$ \_\_\_\_\_

\_\_\_\_\_ (type and size) \_\_\_\_\_ (unit value) \$ \_\_\_\_\_

EASEMENT: \_\_\_\_\_ (unit value) \$ \_\_\_\_\_

DAMAGES: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

Sheet \_\_\_\_ of \_\_\_\_ Sheets

Parcel \_\_\_\_\_

Plan Approval Date \_\_\_\_\_ Revision Date \_\_\_\_\_ Worksheet Date \_\_\_\_\_

FA #

**Date:** \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11
Parcel Number	Just Compen (Offer)	Appraisal Fee Costs	Appraisal Review Fee Costs	Negotiation Fee Costs	Title, Escrow Costs	Prop. Mgmt. Service Costs	Relocation Service Costs	Relocation Payments	Condemn. and Incid. Costs	Total Parcel Costs
Total R/W Costs										

**S A M P L E**  
**NEIGHBORHOOD DESCRIPTION**  
**FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311**

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 25 miles (40 km) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 20 acres (8 ha), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR-13), minimum 13,000 square feet (1210 square meters) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minimum area required of 15,000 square feet (1 395 square meters) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access points will be controlled at existing locations. The right of way needed is a 20-foot (6-meter) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (2,000 acres (810 ha) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.

## TRUE COST PARCEL WORKSHEET

Project: \_\_\_\_\_ Parcel # \_\_\_\_\_  
Notes:

Assessor's Tax Parcel Number(s): \_\_\_\_\_

Zone Size Min. = \_\_\_\_\_: Assessed Value Land = \_\_\_\_\_:  
 A.V. Bldg.#1 = \_\_\_\_\_: Bldg.#2 = \_\_\_\_\_: Bldg.#3 = \_\_\_\_\_:  
 Bldg.#4 = \_\_\_\_\_: Total Property Assessed Value = \_\_\_\_\_

**R/W Map Info:**

Before Area = \_\_\_\_\_: After Area = \_\_\_\_\_: Fee Take = \_\_\_\_\_:  
 Permanent Esmt Take = \_\_\_\_\_: Temporary Esmt Take = \_\_\_\_\_

**Property Costs:**

Total Take = (total property A.V. x 1.20) = \$ \_\_\_\_\_  
**Or**

Partial Take:  
 Fee Land = \_\_\_\_\_ @ \$ \_\_\_\_\_ (A.V. land per unit) x 1.20 = \$ \_\_\_\_\_

Yard/Site Improvements in Take @ Administrative Lump Sum = \$ \_\_\_\_\_

Major Building in Take @ (A.V. of Bldg. # \_\_\_\_\_) x 1.20 = \$ \_\_\_\_\_

Perm. Esmt. = \_\_\_\_\_ @ \$ \_\_\_\_\_ (A.V. land per unit) = \$ \_\_\_\_\_

Temp. Esmt. = \_\_\_\_\_ @ \$ \_\_\_\_\_ (A.V. land per unit) x 10% = \$ \_\_\_\_\_

**TOTAL PROPERTY COSTS** (put in column 2 of True Cost) = \$ \_\_\_\_\_

**Administrative Costs** (put in respective columns of True Cost):

3. Appraisal Fee = _____	4. Appraisal Review Fee = _____
5. Negotiation Fee = _____	6. Title and Escrow Fee = _____
7. Prop. Mgmt. Services = _____	8. Relocation Services = _____
9. Relocation Payments = _____	10. Condemn & Incidentals = _____

**TRUE COST ESTIMATE**

---

**FA #**

**Project:** \_\_\_\_\_

**Date:** \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11
Parcel Number	Just Compen (Offer)	Appraisal Fee Costs	Appraisal Review Fee Costs	Negotiation Fee Costs	Title, Escrow Costs	Prop. Mgmt. Service Costs	Relocation Service Costs	Relocation Payments	Condemn. and Incid. Costs	Total Parcel Costs
Total R/W Costs										

**S A M P L E**  
**NEIGHBORHOOD DESCRIPTION**  
**FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311**

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 40 km (25 miles) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 8 ha (20 acres), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR-13), minimum 1 210 square meters (13,000 square feet) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minimum area required of 1 395 square meters (15,000 square feet) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access points will be controlled at existing locations. The right of way needed is a 6-meter (20-foot) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (810 ha (2,000 acres) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.



## ACQUISITION APPRAISAL REPORT

1. OWNER:
2. LOCATION OF SUBJECT:
3. SUBJECT LEGAL DESCRIPTION:
4. DELINEATION OF TITLE (5 years):
5. DESCRIPTION OF SUBJECT PROPERTY including Neighborhood, Larger Parcel, Zoning, Present Use, Improvements, Highest and Best Use-Vacant and Improved:
6. PROPERTY RIGHTS TO BE ACQUIRED AND EFFECTS OF ACQUISITION / PROJECT:
7. VALUATION-BEFORE
  - A. Land as Though Vacant
    - (1) Scope of Data Search
    - (2) Comparative Analyses
    - (3) Correlation and Conclusion-Land Value Before
  - B. Whole Property
    - (1) Scope of Data Search
    - (2) Comparative Analyses
    - (3) Correlation and Conclusion-Property Value Before
8. DESCRIPTION OF SUBJECT REMAINDER:
9. VALUATION-AFTER:
  - A. Land as Though Vacant
    - (1) Scope of Data Search
    - (2) Comparative Analyses
    - (3) Correlation and Conclusion-Land Value After
  - B. Whole Property
    - (1) Scope of Data Search
    - (2) Comparative Analyses
    - (3) Correlation and Conclusion-Property Value After
10. EXPLANATION, MEASUREMENT, AND ALLOCATION OF DAMAGES / SPECIAL BENEFITS:
11. REPORT OF CONTACT WITH OWNER:

Person(s) Contacted	Date of Contact:
Address:	Relationship to Owner:
	Date of Joint Inspection:
Phone:	
Comments:	

Appraiser:

Page

Parcel:

**Washington State  
Department of Transportation**

**Parcel No.:**  
**Federal Aid No.:**  
**Project:**  
**Map Sheet of Sheets**  
**Map Approval Date:**  
**Date of Last Map Revision:**

**CERTIFICATE OF APPRAISER**

I certify that, to the best of my knowledge and belief:

- ◆ the statements of fact contained in this appraisal are true and correct;
- ◆ the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- ◆ I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- ◆ my compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ◆ my analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the appropriate State and Federal laws, regulations, policies and procedures applicable to the appraisal of right of way for such purposes;
- ◆ I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales contained in the report addenda;
- ◆ I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- ◆ no one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated);
- ◆ I have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report dated \_\_\_\_\_.

The opinion of value expressed below is the result of, and is subject to the data and conditions described in detail in this report of \_\_\_\_\_ pages.

I made a personal inspection of the property that is the subject of this report on \_\_\_\_\_.

The **Date of Value** for the property that is the subject of this appraisal is \_\_\_\_\_. Per the FAIR MARKET VALUE definition contained in the Acquisition Appraisal Salient Information, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

**FAIR MARKET VALUE BEFORE ACQUISITION** \$ \_\_\_\_\_

**FAIR MARKET VALUE AFTER ACQUISITION** \$ \_\_\_\_\_

**DIFFERENCE** \$ \_\_\_\_\_

Date of Assignment or Contract: \_\_\_\_\_ Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Signature: \_\_\_\_\_

Washington State-certified general real estate appraiser certification number: \_\_\_\_\_

CERTIF1

**DO NOT WRITE BELOW THIS LINE**

Headquarters Service Center Date Stamp

Region Date Stamp

CERTIF1

## WAIVER OF APPRAISAL

The (Agency) desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the \$10,000.00 appraisal waiver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

## Rules

- A. The (Agency) may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is \$10,000.00 or less including cost-to cure items.
- B. The Agency must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they desire.
- C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

## Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to (position Title Only) for approval.
- C. (position Title Only) signs the AOS authorizing a first offer to the property owner(s).

APPROVED:

(Agency)

By:

Real Estate Services  
Washington State Department  
of Transportation

## Project Funding Estimate

### Rules

- A A Project Funding Estimate (PFE) is prepared for every project where Right of Way will be acquired.
- B. As a minimum, the PFE contains the following information.
  - 1. A parcel-by-parcel list of right of way costs reported on the Right of Way Estimate (WSDOT form 261-006).
  - 2. A total project right of way cost summary reported on the Right of Way Project Cost Breakdown and Summary (WSDOT Form 261-006A).
  - 3. A project data package including sales, sales map, neighborhood and project description, scope of sales search and, if applicable, damage studies, cost to cure documentation, and Assumptions and Limiting Conditions. Note: The PFE Parcel Worksheet is not a part of the data package.

### Procedures

The Agent assigned to do the PFE completes the estimate as follows:

- A. Inspect the project and become familiar with the engineering features of the plan.
- B. View individual parcels to determine the effects of acquisition.
- C. Prepare a Neighborhood and Project Description which defines existing uses, zoning, trends, transportation and utilities, economic influences, a synopsis of the project and its effect on parcels, and any changes in the aforementioned likely to be caused by the project.
- D. Gather sufficient comparable land sales and listings for the various types of parcels and remainders within the project. All sales shall be inspected, photos taken and written up on Market Data (WSDOT Form 261-020) sheets. (If the sales are to be used exclusively on parcels where the Agency has determined to waive the appraisal, the sales need not be confirmed. In all other cases, a reasonable effort shall be made to confirm all sales. Unconfirmed sales will contain an explanation of the confirmation effort along with names and phone numbers of uncontracted parties.)

- E. Prepares project and sales vicinity map.
- F. Prepares PFE Parcel Worksheet for each parcel on the project.
- G. Includes any applicable damage studies.
- H. Includes cost-to-cure documentation for estimates and/or bids.
- I. Includes applicable Assumptions and Limiting Conditions if data Package will be referred to in the preparation of Abbreviated Appraisals.

## ADMINISTRATIVE OFFER SUMMARY

PROJECT: \_\_\_\_\_

OWNERS NAME: \_\_\_\_\_

PROPERTY LOCATION: \_\_\_\_\_

BEFORE AREA: \_\_\_\_\_ AFTER AREA: \_\_\_\_\_

### ACQUISITION AREA

FEE: \_\_\_\_\_ EASEMENT: \_\_\_\_\_  
(area) (type) (area)

CURRENT USE: \_\_\_\_\_ ZONING: \_\_\_\_\_

HIGHEST & BEST USE: \_\_\_\_\_

EFFECTS OF ACQUISITION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SALES RELIED ON : \_\_\_\_\_ (contained in Data Package for this project  
dated \_\_\_\_\_.)

### ACQUISITION COMPENSATION

FEE  
LAND:

\_\_\_\_\_ \$ \_\_\_\_\_  
(area) (unit value)

### IMPROVEMENTS:

\_\_\_\_\_ \$ \_\_\_\_\_  
(type and size) (unit value)

\_\_\_\_\_ \$ \_\_\_\_\_

EASEMENT: \_\_\_\_\_ \$ \_\_\_\_\_  
(unit value)

DAMAGES: \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

Sheet \_\_\_\_ of \_\_\_\_ Sheets

Parcel \_\_\_\_\_

Plan Approval Date \_\_\_\_\_ Revision Date \_\_\_\_\_ Worksheet Date \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

I concur in the value estimate herein and authorize an Administrative Offer be made in said amount.

\_\_\_\_\_  
(Region RES Manager) (Date)

This form is prepared in conformance with WSDOT policy and procedures. It does not constitute an appraisal as defined by the USPAP.

Federal Aid # \_\_\_\_\_

Parcel # \_\_\_\_\_



Washington State  
Department of Transportation

REVIEW APPRAISER'S CERTIFICATE NO. 1

FROM: \_\_\_\_\_, Review Appraiser

TO:

Agency:

Parcel No.:

Owner:

Federal Aid No.

Project:

Map Sheet:

Map Approval Date:

Date of last map revision:

*The following appraisals have been made on subject property:*

APPAISER	VALUATION DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
		\$	\$	\$	TAKING \$	DAMAGES \$
1.						

*The following prior certificate(s) of value have been made on subject property:*

REVIEW APPRAISER	DATE OF PRIOR DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSATION	ALLOCATION \$	
		\$	\$	\$	TAKING \$	DAMAGES \$
1.						

Comments:

The appraiser completed a narrative appraisal report as contracted. The data used is adequate and relevant and any adjustments made to the data are proper. The appraisal methods and techniques used are appropriate. The analyses, opinions and value conclusions in the report under review are appropriate and reasonable.

I, the review appraiser, have both the experience and the knowledge to perform this appraisal review competently. Attached are my Appraisal Review Assumptions and Limiting Conditions and my Appraisal Review Salient Information which are made a part of this appraisal review report.

I inspected the subject property and the sales data used in the appraisal report on \_\_\_\_\_.

My value conclusions and appraisal review findings are as follows:

<b>REVIEWER'S DETERMINATION OF VALUE (This Review):</b>	<b>Reviewer's Allocation of Just Compensation:</b>
VALUE BEFORE ACQUISITION: \$	Acquisition: \$
VALUE AFTER ACQUISITION: \$	Damages: \$
VALUE DIFFERENCE: \$	

**JUST COMPENSATION IS \$ AS OF**

**CERTIFICATE OF REVIEW APPRAISER**

I, the review appraiser, certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
5. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appropriate State laws, regulations, procedures and policies applicable to appraisal of right-of-way for such purposes.
6. I did personally inspect the subject property of the report under review.
7. No one provided significant professional assistance to the person signing this review report.

I further certify that if this determination is to be used in conjunction with a Federal aid highway project or other Federally funded project, none of the approved just compensation is ineligible for Federal reimbursement.

Washington State-certified general  
real estate appraiser certificate  
number:

Signature: \_\_\_\_\_

\_\_\_\_\_, Review Appraiser,

Date:

**ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION:**

The \_\_\_\_\_ of \_\_\_\_\_ does hereby indicate  
the concurrence with the above certification and does authorize further action by  
\_\_\_\_\_ to proceed according to established procedures with the  
acquisition of the designated property.

\_\_\_\_\_(Date) \_\_\_\_\_.



**Proposed Donation Letter**

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject:   Project Title  
              Parcel Number

Sirs:

(My/Our) donation of (parcel number or property description) to the (name of local agency) for highway/transportation purposes is made voluntary and with full knowledge of (my/our) entitlement to receive just compensation therefore. (I/We) hereby release the (name of local agency) from obtaining an appraisal of the acquired property.

Sincerely,

\_\_\_\_\_

## Proposed Donation Letters (Through Local Agency)

Date \_\_\_\_\_

Regional Administrator/  
Chief Right-of-Way Agent  
Washington State Department of Transportation  
Transportation Building  
Olympia, WA 98504

Subject: (Project Title)  
(Federal Aid Number)  
Parcel Number \_\_\_\_\_

Sirs:

The attached instrument for donation of right-of-way to the agency is in compliance with the provisions of  
\* \_\_\_\_\_.

Sincerely,

Concur and Approve

\_\_\_\_\_  
Accept and Approval

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
(Local Agency)

\*(Typical language.)

...City/County Commission Resolution No. 111.

...City/County Ordinance No. 111.

...City/County Conditional Use Permit No. 111.

...City/County Building Permit No. 111.

(For use when a local agency project is adjacent to WSDOT right-of-way and WSDOT does not have an active project at this location.)

## All Right-of-Way Acquired

RIGHT-OF-WAY CERTIFICATE #1	
TO: _____ Regional Highways and Local Programs Engineer _____ _____	Date: _____  RE: Federal Aid No.: _____ Project Title: _____ _____ Local Agency: _____
Dear Sir:  <div style="margin-left: 100px;">           As per title 23 CFR, Part 635, Section 309, Para (c), right of way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:         </div> <p>I hereby certify that all necessary rights-of-way, including control of access rights (when pertinent), have been acquired including legal and physical possession.</p> <p style="text-align: center;">AND</p> <p><i>(select (a) or (b))</i></p> <p>(a) There are no improvements to be removed or demolished for the above cited project.</p> <p style="text-align: center;">OR</p> <p>(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.</p> <p style="text-align: center;">AND</p> <p><i>(select (a) or (b))</i></p> <p>(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA directives covering the relocation of displacees to DS&amp;S housing and availability of adequate replacement housing are not applicable to this project.</p> <p style="text-align: center;">OR</p> <p>(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right-of-way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.</p> <p>Project Description:</p> <p>Total parcels required for project: _____</p> <p>Parcel(s) with Relocation: _____</p> <p>Temporary Construction Permits: _____</p> <p>Sincerely,</p> <div style="display: flex; justify-content: space-between; margin-top: 30px;"> <div style="width: 45%;">           _____            Chief Administrative Officer of            Local Agency or Delegated Authority         </div> <div style="width: 45%;">           _____            Manager, Real Estate Services            _____ Region         </div> </div>	

## Right to Occupy All Right-of-Way Acquired (Some P&amp;U's or Rights of Entry)

## RIGHT-OF-WAY CERTIFICATE #2

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
 Regional Highways and Local Programs Engineer \_\_\_\_\_

\_\_\_\_\_  
 RE: Federal Aid No.: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Local Agency: \_\_\_\_\_

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right-of-way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that although all necessary rights of way have not been acquired, the right to occupy and use all rights of way required for the proper execution of the project have been acquired.

AND

(select (a) or (b))

- (a) There are no improvements to be removed or demolished for the above cited project.

OR

- (b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

AND

(select (a) or (b))

- (a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

- (b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right-of-way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

Sample #2 Certification (continued)

Project Description:

Total parcels required for project: \_\_\_\_\_

a. Parcel(s) acquired: \_\_\_\_\_

b. Parcel(s) with possession and use only: \_\_\_\_\_

List:

P&U Parcel #

Owner

Effective Date

1.

2.

c. Parcels covered by right(s) of entry: \_\_\_\_\_

List:

R/E Parcel #

Owner

Effective Date

Termination Date

1.

2.

d. Temporary construction permit(s) acquired: \_\_\_\_\_

e. Parcel(s) with Relocation: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Chief Administrative Officer of  
Local Agency or Delegated Authority

\_\_\_\_\_  
Manager, Real Estate Services  
\_\_\_\_\_ Region

## All Right-of-Way Not Acquired (Use Only in Very Unusual Circumstances)

## RIGHT-OF-WAY CERTIFICATE #3

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Highways and Local Programs Engineer

\_\_\_\_\_  
\_\_\_\_\_  
RE: Federal Aid No.: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Local Agency: \_\_\_\_\_

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right-of-way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that the acquisition or right of occupancy and use of a few remaining parcels is not complete, but all occupants of the residences on such parcels have had replacement housing made available to them in accordance with 49 CFR 24.204.

AND

(select (a), (b), or (c))

- (a) There are no improvements to be removed or demolished for the above cited project.

OR

- (b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

OR

- (c) Occupants remain to be vacated and the agency ensures that occupants who remain in the right-of-way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature.

AND

(select (a), (b), or (c))

- (a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA Directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

- (b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right-of-way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

OR

- (c) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented **except** for a few remaining parcels as explained in the exception section.

Sample #3 Certification (continued)

Project Description:

Total parcels required for project: \_\_\_\_\_

a. Parcel(s) acquired: \_\_\_\_\_

b. Parcel(s) with possession and use only: \_\_\_\_\_

List:

P&U Parcel #

Owner

Effective Date

1.

2.

c. Parcels covered by right(s) of entry: \_\_\_\_\_

List:

R/E Parcel #

Owner

Effective Date

Termination Date

1.

2.

d. Temporary construction permit(s) acquired: \_\_\_\_\_

e. Parcel(s) with Relocation: \_\_\_\_\_

Exceptions:

(List all exceptions by parcel number. A realistic date of occupancy of the parcel and of completion of relocation must be given with an explanation of why those dates are realistic. Explain also, why it is in the public interest that the project be advertised without acquisition being completed.)

I further certify that appropriate notification will be provided in the bid proposals identifying all locations where right of occupancy and use has not been obtained.

Sincerely,

\_\_\_\_\_  
Chief Administrative Officer of  
Local Agency or Delegated Authority

\_\_\_\_\_  
Manager, Real Estate Services  
\_\_\_\_\_ Region

**PROJECT WORK SHEET**

**AGENCY:** \_\_\_\_\_ **F.A. NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**PROCEDURES DATED:** \_\_\_\_\_

**NUMBER OF PARCELS:** \_\_\_\_\_

**RELOCATION PLAN DATED :** **POSITIVE:** \_\_\_\_\_ **NEGATIVE :** \_\_\_\_\_

**PROJECT FUNDING ESTIMATE DATED:** \_\_\_\_\_

**FHWA PARTICIPATION IN R/W:** \_\_\_\_\_ **ACQ. AUTHORIZATION DATED** \_\_\_\_\_

**RIGHT OF WAY PLAN:**

**F.A. NUMBER:** \_\_\_\_\_ **OWNERSHIP INFORMATION:** \_\_\_\_\_

**AREAS BEFORE:** \_\_\_\_\_ **AFTER:** \_\_\_\_\_ **R/W:** \_\_\_\_\_

**ADEQUATE DATA FOR LEGAL:** \_\_\_\_\_

**COMMENTS:**



PARCEL WORK SHEET

PROJECT TITLE:

PARCEL NUMBER:

ACREAGE:

APPRAISAL - DATED \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
FIRM \_\_\_\_\_

REVIEW - DATED \_\_\_\_\_  
AMOUNT \_\_\_\_\_

JC SET BY AGENCY - DATED \_\_\_\_\_  
AMOUNT \_\_\_\_\_

OFFER LETTER- DATED \_\_\_\_\_  
AMOUNT \_\_\_\_\_

ADMN. SETTLEMENT AMOUNT \_\_\_\_\_

AGENCY APPROVED \_\_\_\_\_

TOTAL SETTLEMENT AMOUNT \_\_\_\_\_

UNECONOMIC REMNANT \_\_\_\_\_ VALUE \_\_\_\_\_ OFFER MADE \_\_\_\_\_

DONATION: STATEMENT SIGNED \_\_\_\_\_

TITLE REPORT \_\_\_\_\_

ENCUMBRANCES CLEARED \_\_\_\_\_

DEED DATED \_\_\_\_\_

RECORDED \_\_\_\_\_

DOCUMENTS      1. LEGAL DESCRIPTION \_\_\_\_\_  
                     2. PARTIES \_\_\_\_\_  
                     3. NOTARY \_\_\_\_\_

PROOF OF PAYMENT \_\_\_\_\_

NEGOTIATOR DISCLAIMER \_\_\_\_\_

DIARY COMPLETE \_\_\_\_\_

SIGNED \_\_\_\_\_

RELOCATION

ADDITIONAL COMMENTS

REVIEWER:

DATE:

The following is a list of items needed in an Agency's files to allow the LPA coordinator to complete a project certification review. This list is not all inclusive and is meant as an aid to file preparation only.

PROJECT FILE

1. RIGHT OF WAY PLAN
2. PROJECT FUNDING ESTIMATE
3. RELOCATION PLAN
4. FHWA ACQUISITION AUTHORIZATION
5. CONDEMNATION AUTHORIZATION (IF NEEDED)

NEGOTIATION FILE

1. APPRAISAL(S)
2. APPRAISAL REVIEW(S)
3. JUST COMPENSATION (SET BY AGENCY)
4. DIARY(S)
5. OFFER LETTER(S)
6. ADMINISTRATIVE SETTLEMENT JUSTIFICATION AND APPROVAL
7. DONATION STATEMENT (IF APPLICABLE)
8. TITLE EVIDENCE
9. COPIES OF RECORDED DOCUMENTS
10. PROOF OF PAYMENT(S)
11. NEGOTIATOR DISCLAIMER STATEMENT
12. CONSULTANT CONTRACT(S)
13. CORRESPONDENCE

RELOCATION FILE

1. DIARY(S)
2. PROPER NOTICE(S):
  - GENERAL INFORMATION
  - RELOCATION ELIGIBILITY
  - 90 DAY NOTICE

RESIDENTIAL:

3. RELOCATION BENEFITS COMPUTATION
4. BENEFITS NOTICE
5. MOVING AGREEMENT
6. PROOF OF PURCHASE OR RENT
7. DS&S INSPECTION REPORT
8. EVIDENCE OF ADVISORY ASSISTANCE
9. ALL SUPPORTING DOCUMENTATION

BUSINESS:

10. BENEFITS NOTICE
11. MOVING AGREEMENT
12. CLAIM FORMS
13. EVIDENCE OF ADVISORY ASSISTANCE
14. ALL SUPPORTING DOCUMENTATION
15. PROOF OF PAYMENT(S)

Agency \_\_\_\_\_ Region \_\_\_\_\_ Date \_\_\_\_\_

Project \_\_\_\_\_

(Federal Aid Number) \_\_\_\_\_ (Name) \_\_\_\_\_

Federal Funds Will Be Used For: PE \_\_\_\_\_ R/W \_\_\_\_\_ CONST. \_\_\_\_\_

Persons Will Be Displaced: YES \_\_\_\_\_ NO \_\_\_\_\_

Right-of-Way Acquired For This Project: YES \_\_\_\_\_ NO \_\_\_\_\_

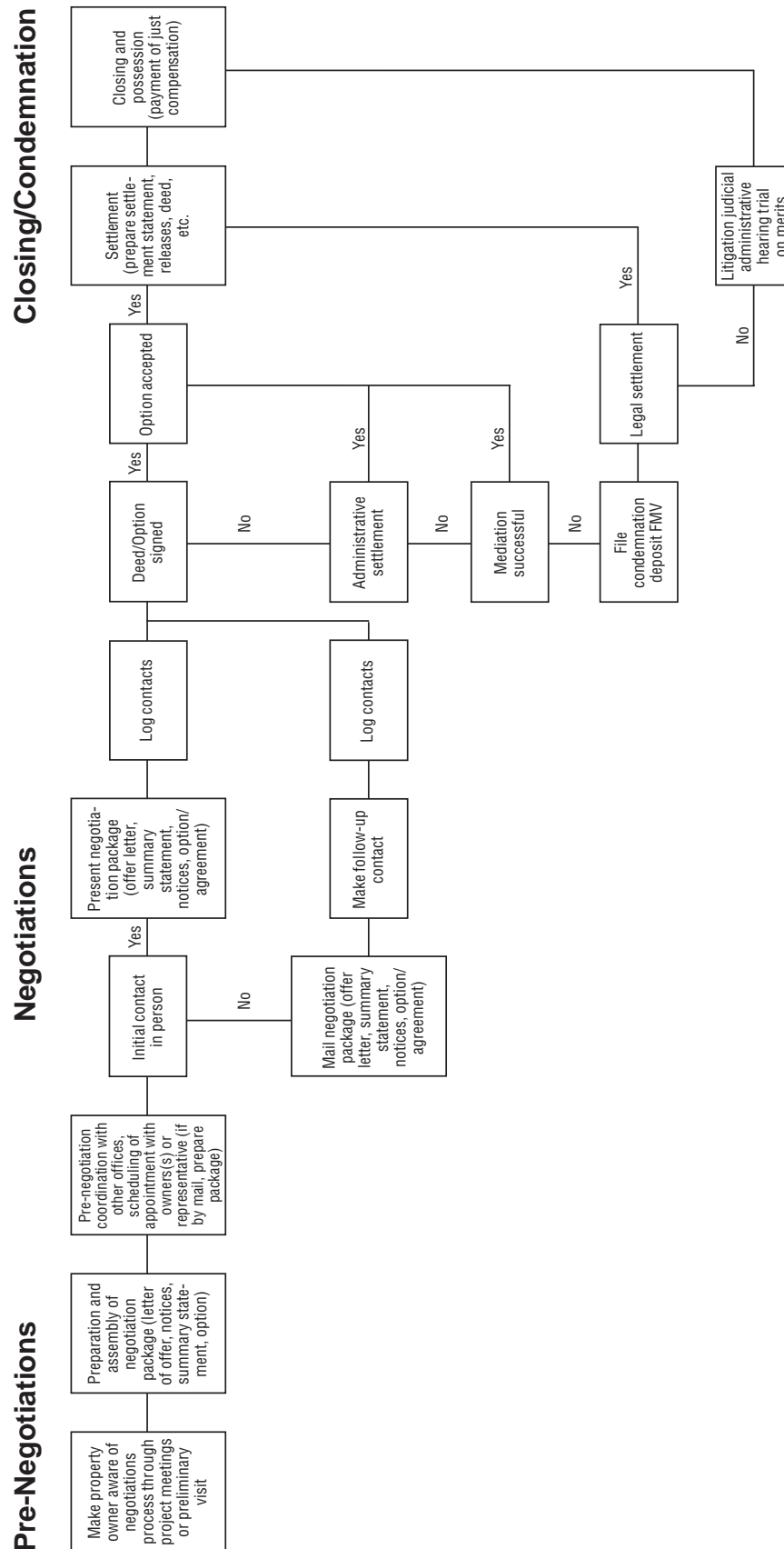
**Local Agency Guidelines**  
**July 1999**

(Reminders)	(Comments)
10. The rental amount charged to owners and/or tenants permitted to occupy the property subsequent to acquisition must not exceed the fair rental value for such occupancy, per 49 CFR 24.102(m).	10.
11. No action must be taken to advance condemnation, defer negotiations or condemnation or taken any other action coercive in nature in order to compel an agreement on the price to be paid for the property, per 49 CFR 24.102(h).	11.
12. The acquiring agency must acquire an equal interest in all buildings, etc., located upon the real property acquired, per 49 CFR 24.105.	12.
13. The acquiring agency must pay recording fees, transfer taxes, etc.; penalty costs for pre-payment of a pre-existing mortgage and the pro rata share of real property taxes paid subsequent to vesting title in the acquiring agency, per 49 CFR 24.106.	13.
14. No property owner can voluntarily donate his property prior to being informed of his right to receive just compensation.	14.
15. Provisions have been made for rodent control should it be necessary.	15.
16. No owner was intentionally required to institute legal proceedings to prove the fact of the taking of his real property.	16.

Prepared by \_\_\_\_\_

Title \_\_\_\_\_

# Acquisition Process







**Washington State  
Department of Transportation**

<p align="center"><b>Government Agreement For Aid</b></p> <p align="center">Work by State - Actual Cost</p>	<p>Organization and Address</p>
<p>Agreement Number</p>	<p>Federal Employers I.D. Number</p>
<p>Region</p>	<p align="center"><b>Land Acquisition, Relocation, and Related Services</b></p>

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter the "DEPARTMENT" and the above named organization, hereinafter the "AGENCY".

WHEREAS, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) as implemented by the United States Department of Transportation (49 CFR 24), Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC) promulgated by Washington State Office of Community Development (OCD), all of which are hereinafter referred to as the REGULATIONS, establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced in connection with or as a result of public works programs or projects of a State agency or local public body; and

WHEREAS, the AGENCY may propose to acquire or to administer the acquisition of real property in connection with public works programs or projects which may necessitate displacement of an individual, a family, business, farm, or nonprofit organization; and

WHEREAS, the DEPARTMENT has an established organization to complete project impact studies and to conduct land acquisition, property management, and relocation assistance programs in compliance with the **REGULATIONS** and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and

WHEREAS, the DEPARTMENT, in accordance with its policies does not desire to perform services for a public agency by entering into or otherwise interfering with competitive bidding by private enterprise in response to advertisement or solicitation by such public agency; and

WHEREAS, the AGENCY, in support of said departmental policies, assures the DEPARTMENT that the AGENCY's assignments and/or requests for services under this AGREEMENT will not result from bidding, negotiation, or other competition involving private enterprise; and

WHEREAS, the AGENCY may desire to obtain such services from the DEPARTMENT and the DEPARTMENT is willing to furnish such services to the AGENCY, and both deem it in the interest of the public to enter into this AGREEMENT;

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing expedient, fair, equitable, and uniform treatment of land owners and persons to be displaced by proposed land acquisition projects and pursuant to RCW 8.26.120, the parties hereto agree as follows:

## I GENERAL

A. The DEPARTMENT shall, to its maximum ability, provide the AGENCY with impact study, appraisal, appraisal review, acquisition, relocation assistance, or property management services described hereinafter, all in accordance with the appropriate elements of the department's operating requirements set forth in the departmental publication M26-01 (HW), Right of Way Manual, except where specific operating requirements are otherwise described herein. All such requirements shall conform to the REGULATIONS.

B. The normal workload of the department shall have priority over any work performed under the AGREEMENT. The work performed under this AGREEMENT shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the AGENCY. The DEPARTMENT shall promptly notify the AGENCY of any hardship or other inability to perform under this AGREEMENT including postponement of the agency's work due to priority given to the department's work.

C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.

D. The AGENCY shall indemnify and hold the DEPARTMENT and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the DEPARTMENT arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the AGENCY performance or failure to perform any aspect of this AGREEMENT to the extent allowed by law.

## II WORK ASSIGNMENT/REQUEST

A. Specific assignments shall be made in writing to the DEPARTMENT by the AGENCY. The AGENCY shall make such assignments before any negotiations for property acquisition and before any discussion of price with the property owner, when required by the REGULATIONS.

B. The AGENCY shall furnish the DEPARTMENT with all information which has been compiled by or is available to the AGENCY concerning the property to be affected by each particular project. Such information shall include, but not be limited to, a list identifying each property affected by the project by parcel number, a tabulation of improvements on each property, the geographical location and boundaries of each property, and a description of how the project affects each property. The AGENCY shall furnish the DEPARTMENT copies of plan sheets showing limits of parcels, rights to be acquired, and sufficient engineering data to develop legal descriptions.

C. The DEPARTMENT shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the AGENCY and shall furnish all information necessary to the conduct of a land acquisition program.

D. The DEPARTMENT will at its discretion and upon written request from the AGENCY furnish the following as required:

**Impact Studies:** Impact studies shall be made and reported in written narrative addressing potential influences by a program or project on land economics or land use factors, displacement/relocation factors, acquisition costs, and relocation plans, as requested.

**Appraisal:** Property shall be evaluated and value conclusions reported to conform with departmental operating requirements. Any request by the AGENCY for court preparation and testimony will be a separate work assignment request under this AGREEMENT and shall be submitted to the DEPARTMENT in a timely manner to provide not less than ninety (90) days notice in advance of any expected court appearance.

**Appraisal Review:** Appraisal reports shall be reviewed to conform with departmental operating requirements for validity of value conclusions provided such reports are accompanied by a copy of the appraiser's contract and provided that the AGENCY (or its agent) has determined that such reports appear to comply with the agency's procedural requirements and include adequate description of the property appraised and the interest to be acquired and appear to include adequate data supporting said conclusions. The AGENCY shall be responsible for obtaining any necessary replacements for unacceptable appraisal reports or for obtaining any substantive revisions of inadequate reports where such reports were furnished to the DEPARTMENT by the AGENCY.

**Acquisition:** Every reasonable effort will be made to acquire real property by negotiations in accordance with the REGULATIONS. The DEPARTMENT shall attempt to acquire all property within the project limits without commencing condemnation proceedings. A written offer will be presented to each owner at the time price is first discussed for the property. The offer will be documented and retained as part of the parcel file. Individual parcel diaries will be maintained containing adequate written records of the negotiations including, but not limited to, the following:

1. Date and place of contacts;
2. Persons present;
3. Offers made (actual dollar amount);
4. Counter offers made;
5. Reasons settlement could not be reached (if appropriate).



Each request by the AGENCY shall specify the name of the grantee in whose name the property is to be conveyed. The DEPARTMENT shall provide the AGENCY with deeds to all property acquired and, wherever possible, instruments to clear encumbrances of title from those deeds. The DEPARTMENT will provide information leading to clearing of encumbrances which the DEPARTMENT cannot clear without legal action. Upon completion of a review of each acquisition by the DEPARTMENT's Title Section, all instruments and materials pertaining thereto will be provided to the AGENCY. Clearing remaining encumbrances of title and making the actual payment for the property shall be the responsibility of the AGENCY. Should it become apparent that negotiations for attempted acquisition have reached an impasse and sufficient time has elapsed for a property owner to make a decision, the DEPARTMENT will, either at its discretion or upon written request by the AGENCY, submit to the AGENCY a condemnation report that will contain a summary of negotiations, amounts of counter offers, if any, and other historic data relative to such attempted acquisition. The actual filing of condemnation and subsequent litigation shall be the responsibility of the AGENCY.

**Relocation Assistance:** Relocation assistance services shall be provided to conform with departmental operating requirements. All relocation claims presented by displacees will be processed by the DEPARTMENT, but the actual disbursement of monies shall be made by the AGENCY. As may be assigned by the AGENCY, the DEPARTMENT will respond to and assist the AGENCY with an appeal as to relocation assistance benefits filed by an aggrieved displacee; however, the AGENCY shall remain responsible for any appointment of a hearings officer, conducting hearings, maintaining records thereof, and rendering of the final decision of the AGENCY.

**Property Management:** Effective management of agency controlled properties will be provided in the name of the AGENCY in conformity with departmental operating requirements.

E. At the completion of the project the DEPARTMENT will, either at its discretion or upon written request by the AGENCY, turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

### III PAYMENT

The DEPARTMENT shall be paid by the AGENCY for completed work and for services rendered under the AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and incidentals necessary to complete the work. The DEPARTMENT acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

A. The DEPARTMENT shall be reimbursed in full by the AGENCY for its direct and related indirect costs accumulated in accordance with its current accounting procedures.

B. Partial payments will be made by the AGENCY upon receipt of the AGENCY of billings from the DEPARTMENT. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.

C. Upon termination of this AGREEMENT as provided in Section VI, the DEPARTMENT shall be paid by the AGENCY for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the AGENCY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the AGENCY.

D. Final payment of any balance due the DEPARTMENT of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the DEPARTMENT and certification thereof to the AGENCY.

### IV NONDISCRIMINATION

The DEPARTMENT shall comply with RCW Chapter 49.60 and with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq. With respect to the work to be performed by the DEPARTMENT during the contract, the DEPARTMENT shall not discriminate on the grounds of race, color, sex, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment.

### V VENUE

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

**VI  
COMMENCEMENT AND TERMINATION OF  
AGREEMENT**

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. Either party may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the other party with or without cause. The AGREEMENT shall terminate three years from the date of execution hereof unless otherwise terminated or unless extended in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

**AGENCY**

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DOT Form 224-075 EF  
Revised 12/98